

**APPENDIX I**  
**WARRANTY FOR ROOF SYSTEM**

CONTRACTOR'S FIVE (5) YEAR NO PENAL SUM WARRANTY  
FOR ROOF SYSTEM

FACILITY DESCRIPTION \_\_\_\_\_

BUILDING NUMBER: \_\_\_\_\_

CORPS OF ENGINEERS CONTRACT NUMBER: \_\_\_\_\_

CONTRACTOR

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POINT OF CONTACT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

OWNER

OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POINT OF CONTACT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CONSTRUCTION AGENT

CONSTRUCTION AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POINT OF CONTACT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CONTRACTOR'S FIVE (5) YEAR NO PENAL SUM WARRANTY  
FOR  
ROOF SYSTEM  
(continued)

THE ROOF SYSTEM INSTALLED ON THE ABOVE NAMED BUILDING IS WARRANTED BY \_\_\_\_\_ FOR A PERIOD OF FIVE (5) YEARS AGAINST WORKMANSHIP AND MATERIAL DEFICIENCIES, WIND DAMAGE, STRUCTURAL FAILURE, AND LEAKAGE. THE ROOF SYSTEM COVERED UNDER THIS WARRANTY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, THE FOLLOWING: THE ENTIRE ROOFING SYSTEM, SHINGLES, MEMBRANE, FASTENERS, CONNECTORS, ROOF SECUREMENT COMPONENTS, AND ASSEMBLIES. IN ADDITION, THE SYSTEM FINISHES, SLIP SHEET, INSULATION, VAPOR RETARDER, ALL ACCESSORIES, COMPONENTS, AND TRIM AND ALL CONNECTIONS ARE INCLUDED. THIS INCLUDES ROOF PENETRATION ITEMS SUCH AS VENTS, CURBS, GUTTERS AND DOWNSPOUTS; EAVES, RIDGE, HIP, VALLEY, RAKE, GABLE, WALL, OR OTHER ROOF SYSTEM FLASHINGS INSTALLED TO PROVIDE A WEATHERTIGHT ROOF SYSTEM.

ALL MATERIAL DEFICIENCIES, WIND DAMAGE, STRUCTURAL FAILURE, AND LEAKAGE ASSOCIATED WITH THE ROOF SYSTEM COVERED UNDER THIS WARRANTY SHALL BE REPAIRED AS APPROVED BY THE CONTRACTING OFFICER. THIS WARRANTY SHALL COVER THE ENTIRE COST OF REPAIR OR REPLACEMENT, INCLUDING ALL MATERIAL, LABOR, AND RELATED MARKUPS. THE ABOVE REFERENCED WARRANTY COMMENCED ON THE DATE OF FINAL ACCEPTANCE ON \_\_\_\_\_ AND WILL REMAIN IN EFFECT FOR STATED DURATION FROM THIS DATE

SIGNED, DATED, AND NOTARIZED (BY COMPANY PRESIDENT)

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(Company President)

(Date)

CONTRACTOR'S FIVE (5) YEAR NO PENAL SUM WARRANTY  
FOR  
ROOF SYSTEM  
(continued)

THE CONTRACTOR SHALL SUPPLEMENT THIS WARRANTY WITH WRITTEN WARRANTIES FROM THE MANUFACTURER AND/OR INSTALLER OF THE ROOF SYSTEM, WHICH SHALL BE SUBMITTED ALONG WITH THE CONTRACTOR'S WARRANTY. HOWEVER, THE CONTRACTOR WILL BE ULTIMATELY RESPONSIBLE FOR THIS WARRANTY AS OUTLINED IN THE SPECIFICATIONS AND AS INDICATED IN THIS WARRANTY EXAMPLE.

EXCLUSIONS FROM COVERAGE

1. NATURAL DISASTERS, ACTS OF GOD (LIGHTNING, FIRE, EXPLOSIONS, SUSTAINED WIND FORCES IN EXCESS OF THE DESIGN CRITERIA, EARTHQUAKES, AND HAIL).
2. ACTS OF NEGLIGENCE OR ABUSE OR MISUSE BY GOVERNMENT OR OTHER PERSONNEL, INCLUDING ACCIDENTS, VANDALISM, CIVIL DISOBEDIENCE, WAR, OR DAMAGE CAUSED BY FALLING OBJECTS.
3. DAMAGE BY STRUCTURAL FAILURE, SETTLEMENT, MOVEMENT, DISTORTION, WARPAGE, OR DISPLACEMENT OF THE BUILDING STRUCTURE OR ALTERATIONS MADE TO THE BUILDING.
4. CORROSION CAUSED BY EXPOSURE TO CORROSIVE CHEMICALS, ASH OR FUMES GENERATED OR RELEASED INSIDE OR OUTSIDE THE BUILDING FROM CHEMICAL PLANTS, FOUNDRIES, PLATING WORKS, KILNS, FERTILIZER FACTORIES, PAPER PLANTS, AND THE LIKE.
5. FAILURE OF ANY PART OF THE ROOF SYSTEM DUE TO ACTIONS BY THE OWNER TO INHIBIT FREE DRAINAGE OF WATER FROM THE ROOF AND GUTTERS AND DOWNSPOUTS OR ALLOW PONDING WATER TO COLLECT ON THE ROOF SURFACE. CONTRACTOR'S DESIGN SHALL INSURE FREE DRAINAGE FROM THE ROOF AND NOT ALLOW PONDING WATER.
6. THIS WARRANTY APPLIES TO THE ROOF SYSTEM. IT DOES NOT INCLUDE ANY CONSEQUENTIAL DAMAGE TO THE BUILDING INTERIOR OR CONTENTS WHICH IS COVERED BY THE WARRANTY OF CONSTRUCTION CLAUSE INCLUDED IN THIS CONTRACT.
7. THIS WARRANTY CANNOT BE TRANSFERRED TO ANOTHER OWNER WITHOUT WRITTEN CONSENT OF THE CONTRACTOR; AND THIS WARRANTY AND THE CONTRACT PROVISIONS WILL TAKE PRECEDENCE OVER ANY CONFLICTS WITH STATE STATUTES.

CONTRACTOR'S FIVE (5) YEAR NO PENAL SUM WARRANTY  
FOR  
ROOF SYSTEM  
(continued)

REPORTS OF LEAKS AND ROOF SYSTEM DEFICIENCIES SHALL BE RESPONDED TO WITHIN 48 HOURS OF RECEIPT OF NOTICE, BY TELEPHONE OR IN WRITING, FROM EITHER THE OWNER OR CONTRACTING OFFICER. EMERGENCY REPAIRS TO PREVENT FURTHER ROOF LEAKS SHALL BE INITIATED IMMEDIATELY; A WRITTEN PLAN SHALL BE SUBMITTED FOR APPROVAL TO REPAIR OR REPLACE THIS ROOF SYSTEM WITHIN SEVEN (7) CALENDAR DAYS. ACTUAL WORK FOR PERMANENT REPAIRS OR REPLACEMENT SHALL BE STARTED WITHIN 30 DAYS AFTER RECEIPT OF NOTICE, AND COMPLETED WITHIN A REASONABLE TIME FRAME. IF THE CONTRACTOR FAILS TO ADEQUATELY RESPOND TO THE WARRANTY PROVISIONS, AS STATED IN THE CONTRACT AND AS CONTAINED HEREIN, THE CONTRACTING OFFICER MAY HAVE THE ROOF SYSTEM REPAIRED OR REPLACED BY OTHERS AND CHARGE THE COST TO THE CONTRACTOR.

IN THE EVENT THE CONTRACTOR DISPUTES THE EXISTENCE OF A WARRANTABLE DEFECT, THE CONTRACTOR MAY CHALLENGE THE OWNER'S DEMAND FOR REPAIRS AND/OR REPLACEMENT DIRECTED BY THE OWNER OR CONTRACTING OFFICER EITHER BY REQUESTING A CONTRACTING OFFICER'S DECISION UNDER THE CONTRACT DISPUTES ACT, OR BY REQUESTING THAT AN ARBITRATOR RESOLVE THE ISSUE. THE REQUEST FOR AN ARBITRATOR MUST BE MADE WITHIN 48 HOURS OF BEING NOTIFIED OF THE DISPUTED DEFECTS. UPON BEING INVOKED, THE PARTIES SHALL, WITHIN TEN (10) DAYS, JOINTLY REQUEST A LIST OF FIVE (5) ARBITRATORS FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE. THE PARTIES SHALL CONFER WITHIN TEN (10) DAYS AFTER RECEIPT OF THE LIST TO SEEK AGREEMENT ON AN ARBITRATOR. IF THE PARTIES CANNOT AGREE ON AN ARBITRATOR, THE CONTRACTING OFFICER AND THE PRESIDENT OF THE CONTRACTOR'S COMPANY WILL STRIKE ONE (1) NAME FROM THE LIST ALTERNATIVELY UNTIL ONE (1) NAME REMAINS. THE REMAINING PERSON SHALL BE THE DULY SELECTED ARBITRATOR. THE COSTS OF THE ARBITRATION, INCLUDING THE ARBITRATOR'S FEE AND EXPENSES, COURT REPORTER, COURTROOM OR SITE SELECTED, ETC., SHALL BE BORNE EQUALLY BETWEEN THE PARTIES. EITHER PARTY DESIRING A COPY OF THE TRANSCRIPT SHALL PAY FOR THE TRANSCRIPT. A HEARING WILL BE HELD AS SOON AS THE PARTIES CAN MUTUALLY AGREE. A WRITTEN ARBITRATOR'S DECISION WILL BE REQUESTED NOT LATER THAN 30 DAYS FOLLOWING THE HEARING. THE DECISION OF THE ARBITRATOR WILL NOT BE BINDING; HOWEVER, IT WILL BE ADMISSIBLE IN ANY SUBSEQUENT APPEAL UNDER THE CONTRACT DISPUTES ACT.

A FRAMED COPY OF THIS WARRANTY SHALL BE POSTED IN THE MECHANICAL ROOM OR OTHER APPROVED LOCATION DURING THE ENTIRE WARRANTY PERIOD.